Dated 31 July 2014

TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC COMPANY LIMITED (1)

and

SPORTING CLUBE DE PORTUGAL – FUTEBOL, SAD (2)

TRANSFER AGREEMENT

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BETWEEN:

(1) **TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC COMPANY LIMITED** whose registered office is at Bill Nicholson Way, 748 High Road, Tottenham, London, England N17 0AP ('THFC);

(2) **SPORTING CLUBE DE PORTUGAL – FUTEBOL, SAD, whose registered office is at** Estadio Jose Alvalade, Rua Professor Fernando da Fonseca, 1600-616, Portugal ('SCP').

WHEREAS:

(a) **THFC** is a professional association football club affiliated to The Football Association ('The FA') playing football in England in the Premier League ('PL').

(b) **SCP** is a football sports company, affiliated to the Federacao Portuguesa de Futebol ('FPF') playing football in Portugal in the Liga Zon Sagres .

(c) **ERIC DIER** a national of England whose date of birth is 15 January 1994 and is registered as a professional player with SCP (the 'Player').

(d) **THFC** wishes to acquire the Player's registration pursuant to a Standard PL Playing Contract (the 'Contract') on terms acceptable to THFC and THFC and SCP have agreed upon the following terms in respect of the transfer of the Player's registration to THFC.

WHEREBY IT IS AGREED AS FOLLOWS:

1. IT is hereby agreed that, subject to and in accordance with the terms set out herein, SCP shall transfer the Player's registration to THFC with immediate effect.

2. **IN** consideration of the transfer of the Player's registration from SCP to THFC, (and subject and conditional upon the Player passing a medical in THFC's absolute discretion which THFC undertakes to complete by no later than noon (BST) on 2 August 2014 - For the avoidance of doubt should the Player not pass such medical then this agreement shall be immediately null and void) THFC agrees to pay to SCP subject to and in accordance with the terms hereof and via the accounts of The FA, the sum of €5,000,000 (Five Million Euros) immediately, or at least within 24 (twenty four) hours, of both the conclusion of the medical and SCP concluded the TMS and upon the issue by SCP of a valid invoice to be sent today by PDF, without prejudice the original one to be sent by SCP to THFC, to the following addressee:

Darren Eales
Director of Football Administration
Tottenham Hotspur Football & Athletic Co Ltd
Hotspur Way
Enfield
EN2 9AP

3. **THE** above amounts are inclusive of all taxes, levies and training compensation as per FIFA Regulations, and it is noted and agreed that THFC will be responsible for any solidarity payments due to Everton FC, i.e., THFC shall not make any reductions or deductions to the agreed in clause 2, but shall additionally pay the corresponding amount as solidarity mechanism to Everton FC and SCP shall provide to THFC a copy of the Players Registration Card of the Portuguese Football Association (Enclosed as Exhibit nr. 1) .

4. **SCP** hereby represents and warrants to THFC that:

(a) it holds the Player's registration absolutely and is free from any contractual obligations and/or relationships with any other football club, licensed agent or any other legal entity or person in respect of the Player and it is duly entitled to transfer the Player's registration unencumbered

to THFC so that THFC shall become the absolute beneficial owner of all interests and rights in connection therewith;

(b) it shall continue to retain the Player's registration from the date hereof until such time as The FA receives the ITC from the FPF for and on behalf of THFC, whichever the sooner and during such period neither SCP nor its advisors shall directly or indirectly solicit or accept offers for the transfer (permanent or temporary) of the Player's registration from other football clubs and/or negotiate or enter into any agreements or arrangements with any third parties other than THFC with regard to the transfer (permanent or temporary) of the Player's registration;

(c) it shall, and it shall procure that the Player shall, from the date hereof do all things necessary to transfer the Player's registration to THFC as so requested by THFC, subject to and in accordance with the rules of FIFA, The FA and the PL, including but without limitation cancelling its registration of the Player and any playing contract between the Player and SCP and/or expediting due release of the ITC and completing any regulatory forms and documents as requested by THFC, and accurately entering all required information into the FIFA TMS in accordance with the terms of this Agreement and/or procuring that the FPF shall fulfil its obligations in respect of the same;

(d) the Player has been registered solely with and/or received training and development from the following teams from the beginning of the season in which the Player attained his 12th birthday to the date of his registration with SCP:

i. SCP; and

ii. Everton (on loan), between 17.02.11 and 30.6.12;

(e) it accepts the sums to be paid to it by THFC hereunder in full and final settlement of any and all claims it may have in respect of the Player's registration with THFC including but without limitation pursuant to Article 20 and Annex 4 (Training Compensation) and Article 21 and Annex 5

(Solidarity) of the FIFA Regulations, without prejudice the stated in clauses 2 and 3 ;

(f) other than the Player's training clubs as disclosed in clause 5(d) above in respect of Solidarity, no other football club, team, national association, league, individual, or any other legal entity shall be entitled to bring a claim against THFC in respect of its registration of the Player; and

(g) the Player has not been charged or found guilty of any doping offence under national and/or international anti-doping regulations and SCP has disclosed to THFC any occasions upon which the player has either failed to attend any required anti-doping test and/or failed to comply with any requirements for providing any applicable whereabouts information pursuant to national and international anti-doping regulations.

5. **THFC** has entered into this Agreement and has agreed to make payments to SCP hereunder in reliance on the representations and warranties given by SCP hereunder and in the event that SCP shall be in breach of the said representations and warranties SCP shall indemnify THFC on demand in respect of any claims which any third parties may have and/or may bring against THFC in respect of the Player's registration with THFC.

6. **NOTHING** in this Agreement shall

(a) impose any obligation on THFC to register the Player as a professional player of THFC; and/or

(b) impose any obligation on THFC to apply for a Governing Body Endorsement and/or entry clearance for the Player to be employed as a professional football player with THFC; and/or

(c) preclude THFC from transferring the Player's registration at any time whether temporarily or permanently.

7. **IF** any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part under any enactment or rule of law including the rules and regulations of the PL and The FA, the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Agreement shall be unaffected.

8. **EXPIRY** or termination of this Agreement shall not:

   (a) release the parties from any liability or right of action or claim which at the time of such expiry or termination has already accrued or may accrue to either party in respect of any act or omission prior to such expiry or termination; and/or

   (b) affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

9. **THIS** Agreement sets out the entire agreement between the parties hereto and supersedes all prior discussions, statements, representations and undertakings between them or their advisors regarding the Player.

10. **IN** the event that there is any conflict between the terms of this Agreement and any information entered into or contained within the FIFA TMS then the terms of this Agreement shall prevail.

11. **THFC** and SCP represent and warrant unconditionally that they are fully entitled and authorised to sign and execute the terms of this Agreement.

12. **UNLESS** otherwise specified elsewhere herein any notice to be given pursuant to this Agreement shall be given in writing and addressed to the party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be left at or sent by: (i) air mail; and/or (ii) personal by hand delivery or courier service; and/or

(iii) facsimile transmission and/or (iv) electronic mail. Any such notice shall be deemed duly given as follows: (i) in the case of air mail 5 (five) business day from the date of posting; (ii) in the case of personal by hand delivery or courier service at the time of delivery; (iii) in the case of facsimile at the time of transmission from the sender's fax machine and (iv) in the case of electronic mail at the time of sending from the sender's computer system. In proving the giving of a notice it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile transmission report and/or an electronic mail transmission report (as the case may be). Where notice is served by facsimile or electronic mail, the facsimile numbers and electronic mail addresses for service are as follows:

If to THFC: ++44 20 8506 9048 (fax)

darren.eales@tottenhamhotspur.com (e-mail)

If to SCP: +351 217516285

cgvieira@sporting.pt (email)

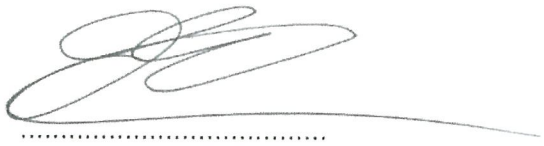
13. **THIS** Agreement is made in the English language. If there is any conflict in meaning between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.

14. **THIS** Agreement shall be governed by and interpreted in accordance with the laws of England and the FIFA Regulations. Any and all disputes will be handled by the competent FIFA committee. In the event that FIFA shall not be competent to hear any particular dispute arising out of or in connection with this Agreement, such dispute shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration of the Court of Arbitration for Sport.

15. **IN** the event that either FIFA and/or the Court of Arbitration for Sport shall have no jurisdiction to hear any dispute arising hereunder the parties shall submit to the jurisdiction of the courts of England.

AS WITNESS the hands of the parties hereto or their duly authorised representatives the day and year first before written.

SIGNED by a duly authorised signatory)
for and on behalf of)
TOTTENHAM HOTSPUR FOOTBALL)
& ATHLETIC COMPANY LIMITED)



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In the presence of:

Signature of witness: .....

Name of witness: JENNY STEPHENS

Address: 81 LONGLANDS
NEMEL HEMPSTEAD
HERTS, HP2 4QB

Occupation: ASS. STAFF FOOTBALL SECRETARY

SPORTING CLUBE PORTUGAL, SAD
A Administração

SIGNED by a duly authorised signatory)
for and on behalf of)
SPORTING CLUBE DE PORTUGAL)
Futebol, SAD)

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In the presence of:

Signature of witness: .....

Name of witness: Patrícia Silva Lopes

Address: Estádio José Alvalade
1601-801 Lisboa

Occupation: Legal Manager

Exhibit nº 1

FEDERAÇÃO PORTUGUESA DE FUTEBOL

PLAYER PASSPORT

LICENSE Nº: 804932 - ERIC JEREMY EDGAR DIER

ID: CR 52347

DOB: 15-01-1994

TMS ID Number:

SEASON	START DATE	END DATE	CLUB	Nº SEASONS	FUT. TYPE	CLASS	TIN
2004 05	07-12-2004	30-06-2005	SPORTING CP	1	7M	AMATEUR	1
2005 06	26-09-2005	30-06-2006	SPORTING CP	1	11M	AMATEUR	2
2006 07	04-10-2006	30-06-2007	SPORTING CP	1	11M	AMATEUR	2
2007 08	02-10-2007	30-06-2008	SPORTING CP	1	11M	AMATEUR	2
2008 09	18-08-2008	30-06-2009	SPORTING SAD	1	11M	AMATEUR	2
2008 09	-	21-01-2009	SPORTING SAD	1	11M	AMATEUR	10
2008 09	21-01-2009	30-06-2012	SPORTING SAD	4	11M	AMATEUR	2
2009 10	01-07-2009	30-06-2012	SPORTING SAD	3	11M	AMATEUR	2
2010 11	01-07-2010	30-06-2012	SPORTING SAD	2	11M	AMATEUR	2
2010 11	-	16-07-2010	SPORTING SAD	2	11M	AMATEUR	10
2010 11	05-08-2010	30-06-2013	SPORTING SAD	3	11M	PROFESSIONAL	2
2010 11	17-02-2011	30-06-2011	SPORTING SAD	1	11M	PROFESSIONAL	12
2010 11	17-02-2011	30-06-2011	INGLATERRA / REINO UNIDO		11M	PROFESSIONAL	23
2011 12	01-07-2011	30-06-2013	SPORTING SAD	2	11M	PROFESSIONAL	2
2011 12	-	22-09-2011	INGLATERRA / REINO UNIDO		11M	PROFESSIONAL	23
2011 12	27-03-2012	30-06-2013	SPORTING SAD	3	11M	PROFESSIONAL	24
2012 13	01-07-2012	30-06-2016	SPORTING SAD	4	11M	PROFESSIONAL	2
2013 14	01-07-2013	30-06-2016	SPORTING SAD	3	11M	PROFESSIONAL	2
2014 15	01-07-2014	30-06-2016	SPORTING SAD	2	11M	PROFESSIONAL	2

Significance of TIN: 1 - 1st Registration ; 2 - Revalidation ; 10 - Termination of contract by mutual agreement (did not play) ; 12 - Loan (played) ; 23 - International Transfer Out ; 24 - Extension ;